

10. (a) The Trustor forthwith upon the execution and delivery of this Deed of Trust and thereafter from time to time, will cause this Deed of Trust, the Loan Agreement and any security instrument creating a lien or evidencing the lien hereof upon the mixed or personal property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of the Beneficiary in, the Mortgaged Property.

(b) The Trustor will pay all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Deed of Trust, any Deed of Trust supplemental hereto, any security instrument with respect to the Chattels, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Deed of Trust, any Deed of Trust supplemental hereto, any security instrument with respect to the Chattels or any instrument of further assurance.

11. That, if Trustor or any party constituting Trustor is a corporation, the execution and delivery of this Deed of Trust has been duly authorized by the Board of Directors of such corporation, and that, if required by the Certificate of Incorporation of such corporation, the execution and delivery of this Deed of Trust has been duly consented to by the stockholders of such corporation. The Trustor, if a corporation, will do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation under the laws of the state of its incorporation and will comply with all regulations, rules, ordinances, statutes, orders and decrees of any Governmental Authority or court applicable to the Trustor or to the Mortgaged Property or any part thereof.

12. The Trustor, from time to time when the same shall become due, and, during the Construction or Development Period as soon as the same become liens whether or not then due and payable, will pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against it or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. The Trustor will, upon the request of the Beneficiary, deliver to the Beneficiary receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against it or the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

13. The Trustor will pay, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property, whether paramount or subordinate to this Deed of Trust, or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the first lien of this Deed of Trust shall be fully preserved, at the cost of the Trustor, without expense to the Beneficiary.

14. The Trustor will keep adequate records and books of account in accordance with generally accepted accounting principles and will permit the Beneficiary, by its agents, accountants and attorneys, to visit and inspect the Premises and examine its records and books of account and to discuss its affairs, finances and accounts with the officers of the Trustor, at such reasonable times as may be requested by the Beneficiary.

15. That the Trustor will keep all real, mixed and personal property now or hereafter encumbered by the lien of this Deed of Trust insured as may be required from time to time by the Beneficiary against loss by fire, windstorm and other hazards, casualties and contingencies and war risks, if available, including, during the course of any construction and/or development work, builders' all-risk completed value, non-reporting form insurance, for such periods and for not less than their full insurable value or such amounts as may be required by the Beneficiary and to pay promptly when due all premiums for such insurance. The amounts of insurance required by the Beneficiary shall be the minimum amounts for which said insurance shall be written and it shall be incumbent upon the Trustor to maintain such additional insurance as may be necessary to meet and comply fully with all co-insurance requirements contained in said policies to the end that said Trustor is not a co-insurer thereunder. Insurance shall be written by a company or companies approved or designated by the Beneficiary and all policies and renewals thereof shall be held by the Beneficiary. All detailed designations by the Trustor which are accepted by the Beneficiary and all agreements between Trustor and Beneficiary relating to insurance, now existing or hereafter made, shall be in writing and shall be a part of this Deed of Trust as fully as though set forth verbatim herein and shall govern both parties hereto and their successors and assigns. No lien upon any of said policies of insurance or upon any refund or return premium which may be payable on the cancellation or termination thereof, shall be given to other than the Beneficiary, except by proper endorsement affixed to such policy and approved by Beneficiary. Each policy of insurance shall have affixed thereto a Standard New York Mortgagee Clause without Contribution, making all loss or losses under such policy payable to the Beneficiary as its interest may appear. In the event any sum or sums of money become payable thereunder the Beneficiary shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Trustor to receive it and use it, or any part thereof, without thereby waiving or impairing any equity, lien or right under and by virtue of this Deed of Trust. In event of loss or physical damage to the Mortgaged Property, the Trustor shall give immediate notice thereof by mail to the Beneficiary and the Beneficiary may make proof of loss if the same is not made promptly by the Trustor. In event of foreclosure of this Deed of Trust or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee.

16. No conveyance shall be made by the Trustor of the premises herein described, or any part hereof, without first obtaining the prior written consent of the Beneficiary.

17. The Beneficiary may, at its option, and without waiving its right to accelerate the indebtedness hereby secured and to foreclose the same, pay either before or after delinquency any or all of those certain obligations required by the terms hereof to be paid by the Trustor for the protection of the Deed of Trust security or for the collection of the indebtedness hereby secured. All sums so advanced or paid by the Beneficiary shall be charged into the mortgage account, and every payment so made shall bear interest from the date thereof at the delinquent rate specified in said note, and become an integral part thereof, subject in all respects to the terms, conditions, and covenants of the aforesaid Promissory Note, and this Deed of Trust, as fully and to the same extent as though a part of the original indebtedness evidenced by said note and secured by this Deed of Trust, excepting, however, that said sums shall be repaid the Beneficiary within fifteen (15) days after demand by Beneficiary to Trustor for said payment.

18. That the abstract or abstracts of title, or other evidence of title history, covering the Mortgaged Property shall at all times, during the life of this Deed of Trust, remain in the possession of the Beneficiary and in event of the foreclosure of this Deed of Trust or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Trustor in and to any such abstracts of title or other evidence of title history, shall pass to the purchaser or grantee.

19. To pay all and singular the costs, charges and expenses, including attorney's fees and abstract costs, reasonably incurred or paid at any time by the Beneficiary because of the failure of the Trustor to perform, comply with, and abide by each and every of the stipulations, agreements, conditions, and covenants of said Promissory Note and of this Deed of Trust, or either.